

ATTACHMENT FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP USING A MODIFIED MAINTENANCE PROCESS ("RABT MMP")

1. INTRODUCTION

1.1 This Attachment RABT MMP sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap ("RABT") using a modified version of the standard maintenance process ("MMP") for xDSL Loops. This process is available to MCIm as an alternative to SBC MISSOURI's existing ordering processes but applies only to completed loops.

1.2 Intentionally omitted.

1.3 SBC MISSOURI shall provide MCIm with access to the RABT MMP process on a non-discriminatory basis and at parity with the RABT MMP process it provides to itself, or any of its affiliates in MISSOURI providing advanced services and other CLECs.

2. INTENTIONALLY OMITTED

3. REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP MMP OFFERING

3.1 To be eligible for RABT MMP, MCIm shall have ordered an xDSL Loop on its original service order. After the service order has completed, MCIm shall generate a trouble ticket pursuant to Section 5 of this Attachment with the Local Operations Center ("LOC") specifying the type of bridged tap Conditioning requested. Upon MCIm's request, the LOC will investigate and will address any SBC MISSOURI non-conditioning related reasons for any No Sync situation, or ensure MCIm's bridged tap removal request is appropriate by verifying the subject bridged tap is located on the Loop, provided, however, SBC MISSOURI does not guarantee the synchronization of any loop.

3.2 Except as provided below, SBC MISSOURI shall respond to RABT MMP trouble tickets within five (5) business days or at parity with what it provides itself, or any of its affiliates in MISSOURI providing advanced services or any third party.

3.2.1 In those instances where SBC MISSOURI determines that it can Remove All or Non-Excessive Bridged Tap under this Attachment, but cannot meet the five ((5) business day interval e.g., in those situations (i) involving municipalities which may affect access to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of SBC MISSOURI, the Parties understand and agree that the five (5) business day interval set forth above shall not apply, but instead, in such situations, SBC MISSOURI will respond to MCIm-referred Removal of All or Non-Excessive Bridged Tap trouble tickets for xDSL Loops in parity with the repair intervals SBC MISSOURI provides to its advanced services affiliate(s) in that same SBC MISSOURI state. SBC MISSOURI will advise MCIm as soon as possible when SBC MISSOURI is unable to Remove All or Non-Excessive Bridged Tap under this Attachment or is unable to meet the five (5) business day interval.

3.3 MCIm shall pay SBC MISSOURI for any Conditioning requested on a trouble ticket at the rates set forth in Appendix Pricing of this Agreement.

4. TESTING

- 4.1 Any testing requests after the completion of the service order will follow the testing procedures outlined for xDSL Loops elsewhere in this Agreement.
- 4.2 MCI shall assist in trouble isolation on trouble tickets for the Removal of All or Non-Excessive Bridged Tap by obtaining and providing to SBC MISSOURI disturber information on the Loop at the time of opening the trouble ticket. For best results, MCI is encouraged to provide appropriate testing equipment for its technician to determine the presence and location of section(s) of bridged tap, including the length of individual section(s).

5. MAINTENANCE /SERVICE ASSURANCE

- 5.1 Prior to the opening of a trouble ticket for the RABT, MCI must verify that the problem is not MCI-related. If an RABT trouble ticket is opened, and it is later determined by SBC MISSOURI that the requested Conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed by SBC MISSOURI as a 'No Trouble Found' (NTF) and MCI shall pay a Maintenance Service Charge on a Time and Material basis, in 30-minute increments, pursuant to Section 13.4.4 of FCC No. 73; provided, however, the tariffed rates referenced below shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.
- 5.2 MCI may open a trouble ticket for the RABT via the following two methods:
 - 5.2.1 By calling the Local Operations Center and opening a manual ticket with its specific Conditioning request, e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."
 - 5.2.2 By opening an electronic bonding ticket. In such case, MCI shall request specific Conditioning in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

Both methods require the following:

- 1. When Excessive Bridged Tap is present on the loop, the removal of All bridged tap.
 - 2. When Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap.
 - 3. Once All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the SBC MISSOURI LOC. Vendor meet procedures can be found in SBC MISSOURI's CLEC On-Line Handbook.
 - 4. It is MCI's obligation to document on the trouble ticket the type of Conditioning it is requesting be performed by SBC MISSOURI i.e., the Removal of All or Non-Excessive Bridged Tap. If the specific RABT Conditioning request is not documented on MCI's trouble ticket, the trouble ticket will be returned to MCI for specific information.
 - 5. Any Conditioning requests for the removal of Excessive Bridged Tap or for the removal of load coil(s) or repeater(s), will be performed pursuant to the existing rates, terms and conditions for xDSL Loops provided for elsewhere in this Agreement.
- 5.3 Except as otherwise provided for herein, when a trouble ticket is opened by MCI for the RABT Conditioning, a five (5) business day interval will be given. Trouble ticket authorization for Conditioning and billing will be provided as follows:

- 5.3.1 Except as otherwise provided for herein, if the trouble ticket is opened as a ticket for the RABT Conditioning, for a loop that is over 12,000 feet or greater in Actual Loop Length, SBC MISSOURI will use that designation and the initiation of the trouble ticket by MCIm as approval for loop Conditioning and the loop will be conditioned by SBC MISSOURI. MCIm will then be billed and shall pay the Conditioning charges set forth on the attached SBC MISSOURI RABT Pricing Schedule, in addition to any other applicable Conditioning charges set forth elsewhere in this Agreement upon the completion of the requested Conditioning by SBC MISSOURI.
- 5.3.2 Except as otherwise provided for herein, if MCIm's trouble ticket is opened for the RABT Conditioning for a loop that is less than 12,000 feet in length in Actual Loop Length, and the loop is conditioned to remove bridged tap beyond that required to meet Minimum Qualifications, SBC MISSOURI will bill and MCIm shall pay the Conditioning charges set forth on the attached, SBC MISSOURI RABT Pricing Schedule, in addition to any other applicable Conditioning charges set forth elsewhere in this Agreement, for any Conditioning performed by SBC MISSOURI at MCIm's request.
- 5.3.3 In the scenarios addressed in Subsections 5.3.1 and 5.3.2 above, the SBC MISSOURI LOC will notify MCIm as soon as the trouble is closed, whether Conditioning has been performed or not.

5.4 Escalations for trouble tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

6. PRICING

- 6.1 The rates that SBC MISSOURI shall charge and MCIm shall pay for the RABT are set forth in Appendix Pricing of this Agreement.

7. RESERVATION OF RIGHTS/INTERVENING LAW

- 7.1 The reservation of rights/intervening law provisions set forth in Section 23 of the general terms and conditions of the Agreement shall apply and are incorporated herein by this reference.